



Public Comment SIGN IN SHEET

September 15, 2015 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four (4) minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	<i>Deborah White</i>	<i>Conservation</i>
2	<i>Stan Rampey</i>	<i>Edwards lawsuit</i>
3	<i>Harold Knight</i>	<i>Building Codes</i>
4	<i>Berry Nichol</i>	<i>2015-51</i>
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

September 15, 2015 ~ ~ 6:00 p.m.

Ordinance 2015-24 "AN ORDINANCE TO AMEND SECTION 2-191, "APPOINTMENT; DUTIES" OF DIVISION 4, "COUNTY ATTORNEY" OF ARTICLE III "OFFICERS AND EMPLOYEES" OF CHAPTER 2, "ADMINISTRATION" OF THE OCONEE COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO

Ordinance 2015-25 "AN ORDINANCE AMENDING CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO OCONEE COUNTY HEIGHT STANDARDS, ONLY; AND OTHER MATTERS RELATED THERETO

Ordinance 2015-27 "AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,200,000 TO DEPRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AND OTHER MATTERS RELATING THERETO"

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2015-24	2015-25	2015-27
1. <i>Berry Nichols</i>		2015-24		<i>2015-27</i>
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2015-24	2015-25	2015-27
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				
31.				
32.				
33.				
34.				
35.				
36.				
37.				
38.				
39.				
40.				

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-24

**AN ORDINANCE TO AMEND SECTION 2-191. "APPOINTMENT;
DUTIES" OF DIVISION 4. "COUNTY ATTORNEY" OF ARTICLE
III. "OFFICERS AND EMPLOYEES" OF CHAPTER 2.
"ADMINISTRATION" OF THE OCONEE COUNTY CODE OF
ORDINANCES; AND OTHER MATTERS RELATED THERETO"**

WHEREAS, Oconee County (the "County"), South Carolina (the "State"), a body politic and corporate and a political subdivision of the State, acting by and through its governing body, the Oconee County Council (the "County Council"), has enacted many ordinances for the organization and administration of the County, which have now been codified in the Oconee County Code of Ordinances (the "Code"); and

WHEREAS, from time to time the County has need to, or desires to amend its policies and procedures concerning organization and administration; and

WHEREAS, the County policies and procedures concerning the Oconee County Attorney have been codified in **Division 4. County Attorney of Article III. Officers and Employees of Chapter 2. Administration** of the Code, and specifically in **Section 2-191. Appointment; duties.**, (the "Section"); and

WHEREAS, County Council now desires to amend the Section, concerning the appointment and supervision of the County Attorney:

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Section 2-191. Appointment; duties., of **Division 4. County Attorney of Article III. Officers and Employees of Chapter 2. Administration** of the Code is hereby revised and amended to read:

Sec. 2-191. - Appointment; duties.

The county administrator shall appoint a member of the county bar to serve at the pleasure of the county administrator as the county attorney. The county attorney shall provide legal advice to the county council, the county administrator and county departments and agencies, under the supervision and direction of the county administrator. The county attorney shall be an employee of the county, and shall be compensated on a mutually agreeable basis, with the usual benefits of a county employee.

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this 15th day of September, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: August 18, 2015 [title only]
Second Reading: September 1, 2015
Public Hearing: September 15, 2015
Third Reading: September 15, 2015

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-25**

AN ORDINANCE AMENDING CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO OCONEE COUNTY HEIGHT STANDARDS, ONLY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), is empowered by the South Carolina Code of Laws, 1976, as amended (the "Code") to enact land use and planning measures for the County, and has previously enacted several such measures, which are now codified in the Oconee County Code of Ordinances (the "County Code"), primarily in Chapters 32 and 38; and

WHEREAS, from time to time, County Council has need to amend the County Code to meet the changing circumstances, conditions, and needs of the County; and

WHEREAS, the Oconee County Planning Commission, a commission prescribed and directed by the terms and conditions of Title 6 of the Code with making recommendations to County Council concerning land use matters within the County, among other things, has recommended to County Council that certain height standards of the County be consolidated in Chapter 38 of the County Code, which will necessitate amendments to both Chapter 32 and Chapter 38 of the County Code; and

WHEREAS, County Council does desire and intend to consolidate height standards of the County into a single location in the County Code by amending Chapters 32 and 38 of the Code:

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that the Oconee County Code of Ordinances is hereby amended as follows:

1. Chapter 32 of the County Code is hereby amended by deleting Article IX thereof in its entirety, including captions.
2. Section 9.4 of Chapter 38 of the County Code (Section 38-9.4) is hereby amended by deleting the current Section and replacing it in its entirety with the rewritten and revised Section 9.4 contained as Attachment A to this Ordinance.
3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this 15th day of September, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: August 18, 2015 [title only]
Second Reading: September 1, 2015
Public Hearing: September 15, 2015
Third Reading: September 15, 2015

Attachment A

Sec. 38-9.4. - Height.

1. Requirements.

All proposed structures not specifically exempted by this article that are greater than 65 feet in height, or otherwise subject to the exemptions found in subsection 38-9.4.2.(a)i. (18) and (19) and greater than 199 feet in height, shall be subject to review and approval by the Oconee County Board of Zoning Appeals only as a special exception. In addition to the requirements for special exceptions established in Chapter 38, Article 7 of this Code, as amended, the Board shall issue findings on each of the following criteria:

- (1) Projected traffic and ability of existing roadways to accommodate the increase caused by the proposed structure.
- (2) Anticipated cost of any specialized emergency response equipment and training required to serve the proposed structure.
- (3) Potential noise, light, fumes, shadows, obstruction of air flow, and other negative secondary effects caused by the proposed structure that may impact existing uses and/or adjacent properties.
- (4) The aesthetic and cultural character of the environs, specifically regarding any potential degradation by the proposed structure of scenic views, historic sites, significant landmarks, and other sensitive areas.
- (5) Appropriateness of proposed structure in relation to the character of the community.

2. Height

- (a) Structure height is measured from the average elevation of the finished grade of the Structure to the highest point of the Structure; all methods relating to the establishment of elevations, grades, and distances shall conform to those set forth in codes adopted by Oconee County.

i. Exemptions

The height limitations of this chapter shall not apply to the following:

- (1) Belfries.
- (2) Chimneys.
- (3) Church spires.
- (4) Conveyors.
- (5) Cooling towers.
- (6) Cupolas.
- (7) Domes.
- (8) Elevator bulkheads.
- (9) Fire towers.

- (10) Flag poles.
- (11) Ornamental towers and spires.
- (12) Public monuments.
- (13) Public utility poles.
- (14) Silos.
- (15) Skylights.
- (16) Smoke stacks.
- (17) Stage towers or scenery lofts.
- (18) Structures, not otherwise exempt by this section, that are 200 feet or less in height, and located on property zoned as an Industrial District (ID) in accordance with chapter 38 of the Oconee County Code of Ordinances.
- (19) Structures, not otherwise exempt by this section, that are 200 feet or less in height, and located on property designated by Oconee County as county industrial parks.

ii. Such features shall be erected only to such height as is necessary to accomplish the purpose they are intended to serve and no height extension shall serve as a place for human habitation.

iii. This section shall in no way exempt any structure from the application of standards or regulations contained in other chapters of this Code or other articles of this chapter, including, without limitation, any standards or regulations regarding height restrictions for certain areas of Oconee County, such as airport approach height restrictions.

- (b) Communication towers, antennas, and water tanks shall be exempt from district height requirements in these standards, but shall instead be subject to standards provided for in the Oconee County Unified Performance Standards Chapters of the Oconee County Code of Ordinances; however, all other district dimensional standards shall apply as specified.

OCONEE COUNTY
SOUTH CAROLINA
ORDINANCE 2015-27

AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,200,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF OCONEE, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The County Council (the "County Council") of Oconee County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the County operates under the Council-Administrator form of government and the Council constitutes the governing body of the County.

(b) Section 4-9-30 of the South Carolina Code empowers all counties to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; to acquire tangible personal property and supplies; and to make and execute contracts.

(c) The County desires to enter into a lease-purchase or other agreement (the "Lease Agreement") with a bank or other financial institution selected by the County Administrator for the purpose of financing the acquisition of some or all of the various items of equipment (the "Equipment") described in Exhibit A attached hereto in the aggregate principal amount of not exceeding \$4,200,000.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the South Carolina Code. Thus, the principal amount of the Lease Agreement will not be included when calculating the County's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the County Council.

(f) It is in the best interest of the County to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the County to purchase the Equipment which will provide services necessary or useful to the operations of the County government.

Section 2. Approval of Lease/Purchase Financing; Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in the aggregate principal amount of not exceeding \$4,200,000. A Request for Proposals in substantially the form set forth as Exhibit B hereto shall be distributed to various banks and other financial institutions in the County and other areas as the County's Director of Finance determines. The County Council hereby authorizes to the County Administrator the authority to: (a) determine the payment schedule under the Lease Agreement; (b) determine the date and time for receipt of bids under the Request for Proposals; (c) award the sale of the lease-purchase financing to the bidder (the "Bidder") that provides the most advantageous proposal therefor in accordance with the terms of the Request for Proposals; and (d) adjust the quantity, description and estimated costs of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the County Administrator is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the County. The Lease Agreement is to be in the form as shall be approved by the County Administrator, his execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents. The Chairman of County Council, County Administrator, Director of Finance and Clerk to County Council are fully empowered and authorized to take such further action and to execute and deliver such additional documents (including, but not limited to, any project fund agreements or escrow agreements) as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the County Administrator shall approve, is hereby fully authorized. The County Council hereby further authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the Lease Agreement.

Section 5. Federal Tax Covenant. The County, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the lease payments under the Lease Agreement to become includable in the gross income for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the IRC, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the lease payments under the Lease Agreement; and to that end the County shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the IRC.

The County will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The County covenants that, in accordance with Section 265(b)(3) of the IRC, it is hereby designating the Lease Agreement as a "qualified tax-exempt obligation" and that it does not reasonably anticipate that it will issue more than \$10,000,000 in tax-exempt obligations which are not "private activity bonds" during calendar year 2015 all within the meaning of Section 265(b)(3) of the IRC.

The County Administrator is hereby authorized to adopt written procedures on behalf of the County to ensure the County's compliance with federal tax matters relating to the Lease Agreement.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the

occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 7. Severability. All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

Enacted this 15th day of September, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Wayne McCall, Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: August 18, 2015
Date of Second Reading: September 1, 2015
Date of Public Hearing: September 15, 2015
Date of Third Reading: September 15, 2015

Exhibit A

Department	Description	Quantity	FY 2016 Department Request	FY 2016 Administrator Recommend	FY 2016 Council Approved
Animal Control	Ford F-150 4X2 4 Door XL White	1	\$ 25,460	\$ 25,460	\$ 25,460
Assessor	Vehicle	1	\$ 25,000	\$ 25,000	\$ 25,000
Detention	Inmate Transport Vehicle	1	\$ 32,200	\$ 32,200	\$ 32,200
Emergency Services	Ford F-250 4X4 Rescue Response Vehicle	1	\$ 39,400	\$ 39,400	\$ 39,400
Facilities Maintenance	F-250 Crew Cab Truck with Utility Bed	1	\$ 31,000	\$ 31,000	\$ 31,000
Fire Department	Remanufacture of Platform 6 (Ladder Truck)	1	\$ 675,000	\$ 675,000	\$ 675,000
Fire Department	Fire Engine	1	\$ 410,000	\$ 410,000	\$ 410,000
High Falls County Park	2015 Ford F-250 Truck 4X4, 3/4 Ton, Regular Cab, 8 Bed	1	\$ 20,841	\$ 20,841	\$ 20,841
Library	Bookmobile	1	\$ 185,000	\$ 185,000	\$ 185,000
Roads and Bridges	Tri-Axle	2	\$ 291,000	\$ 291,000	\$ 291,000
Roads and Bridges	Crew Cab with Utility Bed (450 Series)	2	\$ 115,600	\$ 115,600	\$ 115,600
Roads and Bridges	Equipment Trailer	3	\$ 78,600	\$ 78,600	\$ 78,600
Roads and Bridges	Ag Tractor (115hp) with Bobcat Mower	1	\$ 165,360	\$ 165,360	\$ 165,360
Roads and Bridges	Single Axle Dump Truck	1	\$ 86,800	\$ 86,800	\$ 86,800
Roads and Bridges	Grinder Head Attachment	1	\$ 28,500	\$ 28,500	\$ 28,500
Roads and Bridges	Tahoe	1	\$ 38,900	\$ 38,900	\$ 38,900
Roads and Bridges	Snow Plow	1	\$ 7,950	\$ 7,950	\$ 7,950
Sheriff's Office	2015 Chevrolet Tahoe 4X2 Utility (SUV) Pursuit Pkg.	12	\$ 408,012	\$ 408,012	\$ 408,012
Sheriff's Office	2015 Chevrolet Equinox	1	\$ 24,958	\$ 24,958	\$ 24,958
Sheriff's Office	2015 Chevrolet Colorado 4X4 Crew Cab Pick Up	1	\$ 32,663	\$ 32,663	\$ 32,663
Solider	2015 Ford Escape 4WD or AWD	1	\$ 25,353	\$ 25,353	\$ 25,353
Solid Waste	Commercial Front Load Recycling Truck	1	\$ 245,300	\$ 245,300	\$ 245,300
Solid Waste	8-yard cardboard recycling containers	75	\$ 65,000	\$ 65,000	\$ 65,000
Solid Waste	Transfer Station Loader	1	\$ 243,800	\$ 243,800	\$ 243,800
Solid Waste	Landfill Compactor	1	\$ 805,600	\$ 805,600	\$ 805,600
South Cove County Park	Blower Attachment	1	\$ 6,254	\$ 6,254	\$ 6,254
Total Capital Vehicles			\$ 4,111,551	\$ 4,111,551	\$ 4,111,551

Exhibit A-1

Exhibit B

Form of Request for Proposals

REQUEST FOR PROPOSALS

**Oconee County, South Carolina
Lease-Purchase Financing, 2015**

Response Due: Thursday, September 17, 2015
12:00 Noon, South Carolina Time

BANK QUALIFIED

Oconee County, South Carolina (the "County"), is requesting proposals from various banks and financial institutions for not exceeding \$4,200,000 tax-exempt lease-purchase financing to defray the costs of acquisition of certain equipment as described herein. The County invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal should be mailed or delivered to:

Oconee County, South Carolina
Attn: Scott Moulder, County Administrator
415 South Pine Street
Walhalla, SC 29691

Facsimile Bids: The County will accept the facsimile transmission of a proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile transmission should be transmitted to the attention of Scott Moulder, County Administrator, Fax No. 864.638.4246.

E-Mail Bids: Electronic proposals may be e-mailed to the attention of Scott Moulder, County Administrator, at smoulder@oconeesc.com, with a copy to Michael W. Burns, Esq., Special Counsel, at mwburns@metanet.net, and a copy to Brian Nurick, Financial Advisor, at brian.nurick@compassmuni.com.

Please note that this request for proposals is also being sent to a number of other institutions as well and that the County reserves the right to select the proposal determined to be the most advantageous to the County in its sole discretion. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the County. The County reserves the right to reject any or all bid proposals as well as negotiate with the lowest bidder.

Exhibit B-1

I. Terms and Conditions:

- (a) Amount to be Financed: Not exceeding \$4,200,000. The County reserves the right to reduce the principal amount financed under the Lease Agreement by up to 10% after acceptance of the winning bid.
- (b) Payments: Five (5) approximately equal annual principal and interest payments under the Lease Agreement (as defined below) will be due and payable on [_____ 1] of each of the years 2016 to and including 2020.

Unless otherwise designated by a bidder, interest on the Lease Agreement will be calculated based on a 360-day year comprised of twelve 30-day months.

- (c) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about October 8, 2015).
- (d) Equipment: See attached Exhibit A.
- (e) Form of Lease-Purchase Agreement: A bidder's proposed form of lease agreement ("Lease Agreement") should be provided within three (3) business days of the award of the successful proposal.
- (f) Non-appropriation: A non-appropriation provision acceptable to the County must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition/Escrow Account (as defined below) must be subject to annual appropriation by the County.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the County nor will the full faith, credit and taxing power of the County be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the Equipment identified in the attached Exhibit A will be in the name of the County subject to the lessor's rights under the Lease Agreement.
- (j) Acquisition/Escrow Account: The County will require the successful bidder to transfer by Federal funds the full amount of this financing on the date of the closing. If a bidder requires that an acquisition or escrow account (the "Acquisition/Escrow Account") be held by it or its designee, the bidder must so indicate in its proposal. Otherwise the County retains the right to designate a bank to act as custodian of the Acquisition/Escrow Account. The Acquisition/Escrow Account must be an interest bearing account. Interest earnings in the Acquisition/Escrow Account must accrue to the County. The Acquisition/Escrow Account will be structured to allow payments therefrom to be made: (1) to the County to reimburse it for amounts expended by the County on the Equipment; and (2) to the vendors for payment of the Equipment as directed by the County.

Exhibit B-2

- (k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of special counsel will be paid by the County. Any fees and costs of the bidder to be paid by the County must be stated in the response to this Request for Proposals. The Lease Agreement must allow the County to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (l) Insurance: The County is insured through the South Carolina Insurance Reserve Fund. The Equipment will be insured in a similar manner at face value. The lessor may be listed as a loss-payee, but may not be listed as an additional insured under the County's insurance coverage.
- (m) Lease Agreement Designated as Qualified Tax-Exempt Obligation: The County will designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.
- (n) Closing: The County expects to close the transaction on or about October 8, 2015.
- (o) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the County, the Lease Agreement will be subject to prepayment at the option of the County in whole or in part at any time without any prepayment penalty.

II. Proposal Requirements.

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, and telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the bid.
- (e) Proposals must indicate a single interest rate for the lease term. Bidders are requested to include an amortization schedule showing annual payment amounts for the term of the financing.
- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award.

The Lease Agreement will be awarded to the bidder that provides the most advantageous

Exhibit B-3

proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated by the officials of the County based on various factors, including, but in no way limited to, the interest rate, redemption terms, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The County reserves the right to reject any and all bids or to waive irregularities in any proposal. The County expects to accept the successful proposal on September 17, 2015.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel.

V. Financial Advisor: Compass Municipal Advisors, LLC is acting as Financial Advisor to the County in connection with the Lease Agreement. In this capacity, Compass Municipal Advisors, LLC has provided technical assistance in the preparation of this Request for Proposals and assisted the County in preparing for this financing.

VI. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the County to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the County with respect to certain material facts solely within the knowledge of the County relating to the application of the proceeds of the Lease Agreement.

VII. Investment Letter. The lessor will be requested to execute a letter to the County in substantially the form submitted with this Request for Proposals.

Exhibit B-4

VIII. Additional Information:

If you should have any questions regarding the Request for Proposals, you should contact:

Scott Moulder, ICMA-CM
Oconee County Administrator
864.638.4344
e-mail: smoulder@oconeesc.com

Ladale V. Price
Oconee County Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
McNair Law Firm, P.A.
864.271.4940
email: mwburns@mcnair.net

Brian Nurck
Compass Municipal Advisors, LLC
Managing Director
859.368.9616
e-mail: brian.nurck@compassmuni.com

Brandon T. Norris, Esq.
McNair Law Firm, P.A.
864.271.4940
email: bnorris@mcnair.net

Dated: September 3, 2015.

Exhibit A

Equipment

[To be Inserted]

Exhibit B-6

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-26

**AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING
OCONEE COUNTY ORDINANCE 2012-28 AND ITS SUBSEQUENT
CODIFICATION; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), on August 14, 2012, following three readings and a public hearing, finally enacted Oconee County Ordinance 2012-28 (as modified or amended, the "Stone Pond Ordinance"), establishing and providing for the operation of the Stone Pond Special Tax District (the "District") pursuant to Section 4-9-30, Code of Laws of South Carolina 1976, as amended ("Section 4-9-30"), which Stone Pond Ordinance has subsequently been codified or would be codified as a section (the "Section") of the Oconee County Code of Ordinances (the "Code"); and

WHEREAS, no taxes or uniform service charges have been levied or collected within the District as permitted by Section 4-9-30, and no bonds or other indebtedness have been issued by the County payable from such taxes or uniform service charges; and

WHEREAS, County Council has determined to revoke, cancel, repeal and rescind the Stone Pond Ordinance and the applicable Section of the Code and terminate the existence of the District;

NOW, THEREFORE, IT IS HEREBY ORDAINED by Oconee County Council, in meeting duly assembled, that:

1. The foregoing preamble, and all statements contained therein, are hereby adopted as findings of fact by Oconee County Council, for purposes of this Ordinance.

2. The Stone Pond Ordinance and the Section of the Code are hereby revoked, cancelled, repealed, and rescinded in their entirety, and the existence of the District is hereby terminated and revoked.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing herein contained shall revoke or render invalid, or be interpreted as revoking or rendering invalid, *ex post facto* in any regard, any action or act undertaken and completed in accord with any such ordinance, order, resolution or action which was valid at the time undertaken and completed.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: September 15, 2015
Second Reading: _____
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-30

AN ORDINANCE DIRECTING THAT THE IMPLEMENTATION OF REAL PROPERTY REASSESSMENT IN OCONEE COUNTY BE DELAYED FOR ONE (1) YEAR, AS AUTHORIZED BY STATUTE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Section 12-43-217(A), South Carolina Code, 1976, as amended (the "Code"), requires that, notwithstanding any other provision of law, once every fifth year, each county within the State of South Carolina (the "State") shall appraise and equalize those properties under its jurisdiction, and that such property evaluation must be complete at the end of December of the fourth year and the county must notify every taxpayer of any change in value or classification if the change is one thousand dollars or more, and requires that in the fifth year, the county shall implement the program and assess all property on the newly appraised value; and,

WHEREAS, Section 12-43-217(B) of the Code indicates that a county by ordinance may postpone, for not more than one (1) property tax year, the implementation of revised values resulting from the equalization program provided pursuant to subsection (A) of such Section 12-43-217 of the Code ("Section 12-43-217"), and that the postponement ordinance will apply to all revised values, including values for state appraised property, and that the postponement allowed by such subsection will not affect the schedule of the appraisal and equalization program required pursuant to subsection (A) of such Section 12-43-217; and,

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, pursuant to and in accordance with such Section 12-43-217, is in the process of completing the requirements of subsection (A) of such Section 12-43-217, such that the property valuation required by that subsection will be complete or substantially complete by the end of December, 2015, and implemented no later than property tax year 2017; and

WHEREAS, the County, acting by and through its County Council (the "County Council"), desires to postpone the implementation of revised values resulting from such equalization program, in order to ensure that all values compiled as a result of the reassessment are as complete and accurate as possible:

NOW, THEREFORE, be it ordained by Oconee County Council in meeting duly assembled that:

1. Oconee County, South Carolina acting by and through its County Council, and pursuant to Section 12-43-217 (B), South Carolina Code, 1976, as amended, hereby directs that the implementation of revised values resulting from the equalization program provided pursuant to subsection (A) of such Section 12-43-217, shall be postponed in the County for one (1) property tax year. The County Council further directs that such postponement shall apply to all revised values,

including values for state appraised property. The County Council further directs that the postponement provided by this Ordinance shall not affect the schedule of the appraisal and equalization program otherwise required pursuant to subsection (A) of such Section 12-43-217.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This ordinance shall take effect and be in force from and after third reading and public hearing.

Ordained this ____ day of _____, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Council Chairman
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to Council
Oconee County, South Carolina

First Reading: September 15, 2015
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-31

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$900,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF OCONEE COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL OR COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS; THE DISPOSITION OF THE PROCEEDS OF THE BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2015

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and *vice versa*. The term:

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any outstanding Bond or Bonds.

“Bond Act” shall mean Title 4, Chapter 15, Code of Laws of South Carolina 1976 (being The County Bond Act), as amended from time to time.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 6 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“County” shall mean Oconee County, South Carolina.

“County Council” shall mean the County Council of Oconee County, South Carolina.

“Government Obligations” shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds by the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) (i) general obligations of the State or any of its political units; or (ii) revenue obligations of the State or its political units, if at the time of investment, the obligor has a long term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating agencies; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

“Interest Payment Date” shall mean the date or dates as determined by the Chairman of County Council or the County Administrator.

“Ordinance” shall mean this Ordinance.

“Paying Agent” shall mean the County Treasurer or a bank appointed as paying agent pursuant to this Ordinance.

“Projects” shall mean any one or more of the following:

“Purchaser” shall mean the initial purchaser of the Series 2015 Bonds.

“Registrar” shall mean the County Treasurer or a bank appointed as registrar pursuant to this Ordinance.

“Series 2015 Bonds” shall mean the not exceeding \$900,000 General Obligation Bonds, Series 2015, of the County authorized to be issued pursuant to this Ordinance.

“South Carolina Code” shall mean South Carolina Code of Laws 1976 as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government, and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to the Bond Act, the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable constitutional debt limit.

(d) The Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County established by the last completed assessment thereof is not less than \$521,294,691. Eight percent of such sum is \$41,703,575. As of the date hereof, the outstanding general obligation debt of the County subject to the limitations imposed by Article X, Section 14(7)(a) of the Constitution is \$14,365,000, representing the outstanding principal balances of the following general obligation bonds of the County:

(i) \$5,300,000 original principal amount General Obligation Refunding Bonds, Series 2010, dated September 2, 2010, currently outstanding in the principal amount of \$1,360,000;

(ii) \$17,000,000 original principal amount General Obligation Bonds, Series 2011, dated June 16, 2011, currently outstanding in the principal amount of \$10,690,000; and

(iii) \$2,600,000 original principal amount General Obligation Bonds, Taxable Series 2013, dated June 20, 2013, currently outstanding in the principal amount of \$2,315,000.

Thus, the County may incur not exceeding \$27,338,575 of general obligation debt within its applicable constitutional debt limitation.

(f) The proceeds of the Series 2015 Bonds authorized by this Ordinance shall be used to defray a portion of the costs of the Projects and to pay costs of issuance of the Series 2015 Bonds. The Projects are necessary and in the best interest of the County. The issuance of the Series 2015 Bonds authorized by this Ordinance for such purpose is necessary, and such Series 2015 Bonds will be issued for a corporate purpose and a public purpose of the County.

(g) It is now in the best interest of the County to provide for the issuance and sale of not exceeding \$900,000 aggregate principal amount Series 2015 Bonds of the County to provide funds to defray all or a portion of the costs of the Projects.

SECTION 3. Authorization of Series 2015 Bonds. Pursuant to the aforesaid provisions of the Constitution and the Bond Act, there is hereby authorized to be issued not exceeding \$900,000 General Obligation Bonds of the County (the "Series 2015 Bonds"), the proceeds of which will be used to defray all or a portion of the costs of the Projects and other costs incidental thereto, including any engineering, architectural, financial and legal fees relating thereto and other incidental costs of issuing the Series 2015 Bonds.

The Series 2015 Bonds shall be designated "\$ (principal amount issued) General Obligation Bonds, Series 2015, of Oconee County, South Carolina" with such additional descriptive terms as may be necessary.

The Series 2015 Bonds shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of their delivery or such other date as the Chairman of County Council or County Administrator determines; shall bear interest at the rate or rates determined by the Chairman of County Council or the County Administrator at the time of the sale thereof; may be issued as a single bond in the denomination of not exceeding \$900,000 or as a series of bonds in the respective principal amounts maturing each year; and shall mature within one year of its date of issuance and in the principal amount as determined by the Chairman of County Council or the County Administrator pursuant to Section 5 hereof.

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, unless otherwise agreed upon by the Chairman of County Council or the County Administrator and the Purchaser of the Series 2015 Bonds.

Both the principal of and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 4. Redemption Provisions. The Series 2015 Bonds may be subject to redemption prior to maturity at such time or times and upon such terms and conditions as the Chairman of County Council or the County Administrator and the Purchaser agree upon.

SECTION 5. Authority to Determine Certain Matters. The County Council hereby authorizes the County Administrator the authority to offer the Series 2015 Bonds for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the Chairman of County Council or the County Administrator the authority to:

(a) determine the original issue date of the Series 2015 Bonds;

- (b) determine the aggregate principal amount of the Series 2015 Bonds to be issued if less than authorized by this Ordinance;
- (c) determine the maturity date and principal amount maturing on such date, provided the Series 2015 Bonds shall mature within one year of its date of issue;
- (d) determine whether the Series 2015 Bonds will be subject to optional redemption prior to maturity and, if so, the terms and conditions of redemption;
- (e) designate the Paying Agent and Registrar for the Series 2015 Bonds;
- (f) receive bids for the Series 2015 Bonds on behalf of the County and award the sale of the Series 2015 Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2015 Bonds;
- (g) determine whether the Series 2015 Bonds will be issued on a taxable or federal tax-exempt basis;
- (h) determine whether to publish a notice of the adoption of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code; and
- (i) approve any other matters necessary to effect the issuance of the Series 2015 Bonds.

After the sale of the Series 2015 Bonds, the Chairman of County Council or the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Series 2015 Bonds.

SECTION 6. Registration of the Series 2015 Bonds. The Series 2015 Bonds shall be registered in the name of the Purchaser thereof, as the registered owner, at the office of the Treasurer of Oconee County or at the office of a bank designated by the Purchaser and approved by the Chairman of County Council or the County Administrator on the Books of Registry to be kept for that purpose, and such registration shall be noted on the registration attached to the Series 2015 Bonds, after which no transfer of such Series 2015 Bonds shall be effective unless made on such Books of Registry by the registered owner in person or its duly authorized legal representative and similarly noted on the Series 2015 Bonds.

With the consent of the Purchaser of the Series 2015 Bonds, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2015 Bonds, the Series 2015 Bonds may be sold or transferred by the Purchaser thereof only to purchasers (“Qualified Investors”) who execute an investment letter delivered to the County, in form satisfactory to the County (the “Investment Letter”), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2015 Bonds. Such restrictions shall be set forth on the face of the Series 2015 Bonds and shall be complied with by each transferee of the Series 2015 Bonds.

SECTION 7. Execution of Series 2015 Bonds. The Series 2015 Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council (or in his absence the Vice Chairman), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2015 Bonds. The Series 2015 Bonds and the provisions for registration to be endorsed thereon shall be in substantially the following form:

[Remainder of page intentionally left blank]

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND, [TAXABLE] SERIES 2015

\$ _____

R- _____

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____, in _____ (the "Bank"), its successors or registered assigns, the principal amount of \$ _____ together with interest on the unpaid principal balance hereof at the rate of ____% per annum. The principal of and interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) on this Bond is payable on _____, 2016.

Both the principal of and interest on this Bond are payable at the office of the County Treasurer in Oconee, South Carolina, without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and Ordinance No. ____ duly enacted on _____, 2015, by the County Council of the County.

For the payment hereof, both principal and interest, as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is not subject to redemption prior to its maturity.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of the County Treasurer, as Registrar, in Oconee, South

Carolina, by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, interest rate, and maturity date shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal and interest on this Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the [manual or facsimile] signature of the Chairman of County Council, attested by the [manual or facsimile] signature of the Clerk of the County under the corporate seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the ____ day of _____, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman of County Council

ATTEST:

Clerk to County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this ____ day of _____, 2015.

Treasurer of Oconee County,
South Carolina

SECTION 9. Sale of Series 2015 Bonds; Form of Notice of Sale. The Series 2015 Bonds shall be sold pursuant to a Notice of Sale in substantially the form set forth below which shall be distributed to prospective bidders as determined by the County Administrator:

NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, [TAXABLE] SERIES 2015
OF OCONEE COUNTY, SOUTH CAROLINA

[BANK INTEREST DEDUCTION ELIGIBLE]

Bid Date and Time: _____, 2015; __:__.m.

Fax Bids to: 864.638.4246

E-mail bids to: smoulder@oconeesc.com

mburns@mcnair.net

brian.nurick@compassmuni.com

Time and Place of Sale: NOTICE IS HEREBY GIVEN that proposals for the purchase of \$ _____ * General Obligation Bonds, [Taxable] Series 2015 (the "Series 2015 Bonds"), of Oconee County, South Carolina (the "County"), will be received by the County Administrator on behalf of the County in the Council's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until __:__.m., South Carolina time, on _____, 2015, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for General Obligation Bonds, Series 2015, Oconee County, South Carolina" and should be mailed or hand-delivered to T. Scott Moulder, County Administrator, at the address in the first paragraph hereof.

Facsimile Proposals: The County will accept the facsimile transmission of a manually signed proposal at the risk of the bidder. The County shall not be responsible for the confidentiality of proposals submitted by facsimile transmission. Any delay in receipt of a facsimile proposal and any incompleteness or illegible portions of such proposal are the responsibility of the bidder. Proposals by facsimile should be transmitted to the attention of Scott Moulder, County Administrator, Fax No. 864.638.4246.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of T. Scott Moulder, County Administrator, at smoulder@oconeesc.com with a copy to Michael W. Burns, Esq., Bond Counsel, at mburns@mcnair.net, and a copy to Brian Nurick, Financial Advisor, at brian.nurick@compassmuni.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC TRANSMISSION (E-MAIL), BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME DESIGNATED. THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS

The Series 2015 Bonds: The Series 2015 Bonds will be issued in fully registered form; will be registered as to principal and interest in the name of the Purchaser thereof; will be dated as of the date of their delivery or such other date as the Chairman of County Council or County Administrator determine; will be in the denomination of \$ _____*; and will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) payable on _____, 2016.

*Preliminary, subject to adjustment.

Redemption: The Series 2015 Bonds will not be subject to redemption prior to maturity.

Bid Requirements: Bidders shall specify a single fixed rate of interest per annum which Series 2015 Bonds are to bear. For purposes of bid computations, it is assumed the Series 2015 Bonds will be dated _____, 2015. The Series 2015 Bonds are being sold at par. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.

Award of Series 2015 Bonds: The Series 2015 Bonds will be awarded to the bidder offering to purchase the Series 2015 Bonds at the lowest net interest cost (NIC) to the County. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 5:00 p.m., South Carolina time, on the date of the sale. Any fees or charges of the bidder to be paid by the County will be treated as additional interest.

Bid Form: No good faith check is required. It is requested, but not required, that your bid be submitted on the attached bid form.

Security: The Series 2015 Bonds shall constitute binding general obligations of the County, and the full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2015 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2015 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Initiative and Referendum: Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of general obligation bonds, a petition signed by 15% of the qualified electors of the County may be filed with the Clerk to County Council requesting that the ordinance be repealed. The Ordinance authorizing the Series 2015 Bonds was enacted on _____, 2015. In the event that such a petition is filed, the County reserves the right to rescind the award of the sale of the Series 2015 Bonds without any liability or damage whatsoever to the County.

Legal Opinion: The County shall furnish upon delivery of the Series 2015 Bonds the final approving opinion of McNair Law Firm, P.A., Greenville, South Carolina, which opinion shall accompany each Series 2015 Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2015 Bonds. Certain legal matters will be passed upon for the County by its counsel, Thomas L. Martin, Esq.

[Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Series 2015 Bonds, including, among other things, permitted uses and investment of the proceeds of the Series 2015 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Series 2015 Bonds becoming subject to federal income taxation retroactive to the date of issuance of the Series 2015 Bonds. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Series 2015 Bonds from gross income for federal tax purposes.

Failure of the County to comply with the covenant could cause the interest on the Series 2015 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Series 2015 Bonds is not an item for tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the Series 2015 Bonds will be includable in the adjusted net book income or adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Purchasers of the Series 2015 Bonds should consult their tax advisors with respect to collateral tax consequences of ownership of the Series 2015 Bonds, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.]

[Series 2015 Bonds are "Bank Qualified": The County will designate the Series 2015 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

South Carolina Taxation: The interest on the Series 2015 Bonds is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Series 2015 Bonds will be included in such computation.

Investment Letter: If the successful purchaser of the Series 2015 Bonds intends to hold the Series 2015 Bonds in its own account, it will be requested to execute a letter in substantially the form accompanying this Request for Proposals.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Series 2015 Bonds. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Series 2015 Bonds will be delivered on or about _____, 2015, in Walhalla, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds. The costs of issuance of the Series 2015 Bonds will be borne by the County.

Additional Information: Bidders may not rely on this Notice of Sale as to the complete information concerning the Series 2015 Bonds. Persons seeking additional information should communicate with:

Scott Moulder, ICMA-CM
Oconee County Administrator
864.638.4244
e-mail: smoulder@oconeesc.com

Ladale V. Price
Oconee County Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
McNair Law Firm, P.A.
864.271.4940
email: mburns@mcnair.net

Brian Nurick
Compass Municipal Advisors, LLC
Managing Director
859.368.9616
e-mail: brian.nurick@compassmuni.com

OCONEE COUNTY, SOUTH CAROLINA

Section 10. Notice of Private Sale. Not less than seven (7) days prior to the delivery of the Series 2015 Bonds, notice of intention to sell the Series 2015 Bonds at private sale shall be given by publication in a newspaper of general circulation in the County.

The Notice shall be in substantially the following form:

NOTICE REGARDING SALE OF \$ _____
GENERAL OBLIGATION BONDS
[TAXABLE] SERIES 2015
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of *S.C. Code § 11-27-40(4)*, the County Council (the "County Council") of Oconee County, South Carolina (the "County"), by Ordinance No. _____ enacted on _____, 2015, approved the sale of \$ _____ General Obligation Bonds [Taxable] Series 2015 (the "Bonds"), of the County. The Bonds will be sold to _____ at a purchase price of \$ _____; will bear interest at the rate of ___% per annum; will be dated as of the date of its delivery; and will mature on _____, _____.

Oconee County, South Carolina

SECTION 11. Security for Series 2015 Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2015 Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2015 Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2015 Bonds, and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and

interest on the Series 2015 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 12. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2015 Bonds, and such Series 2015 Bond or Series 2015 Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2015 Bond or Series 2015 Bonds shall have been purchased by the County and surrendered to the City for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2015 Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Series 2015 Bonds shall no longer be deemed to be outstanding hereunder, such Series 2015 Bonds shall cease to draw interest from the maturity date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 13. Exemption from State Taxes. Both the principal of and interest on the Series 2015 Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 14. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2015 Bonds shall be deposited in a special fund, separate and distinct from all other funds, and applied solely to defray the costs of the Projects.

SECTION 15. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2015 Bonds and this Ordinance, such notice in the form attached hereto as Exhibit A, having been published in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

SECTION 17. Tax Covenants. To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, the County hereby covenants and agrees with the holders of the Series 2015 Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2015 Bonds and to become includable in the gross income of the bondholders for federal income

tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2015 Bonds of the proceeds of the Series 2015 Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2015 Bonds would have caused the Series 2015 Bonds to be “arbitrage bonds”, as defined in the United States Internal Revenue Code of 1986 (Section 148 of the “Code”), and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2015 Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County’s compliance with federal tax matters relating to the Series 2015 Bonds.

SECTION 18. Declaration of Intent to Reimburse Certain Expenditures. To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, this Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Series 2015 Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the execution and delivery of the Series 2015 Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the Expenditures will be the County’s general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 19. Designation of Series 2015 Bonds. To the extent that the Series 2015 Bonds are issued on a federal tax-exempt basis, the County covenants that, in accordance with the provisions of the Code, the Series 2015 Bonds are designated as a “qualified tax-exempt obligation”, as defined in Section 265(b)(3) the Code. The County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in 2015 (other than private activity bonds that are not qualified Section 501(c)(3) bonds). The County represents that the sum of all tax-exempt obligations (other than private activity bonds) issued by the County and all subordinate entities thereof during calendar year 2015 is not reasonably expected to exceed \$10,000,000.

SECTION 20. Miscellaneous. The County Council hereby authorizes the Chairman of County Council, the Vice-Chair of County Council, the County Administrator, the Director of Finance, the Clerk to the County Council and County Attorney, to execute such documents and instruments as may be necessary to effect the issuance of the Series 2015 Bonds, or to make any modifications in any documents including but not limited to the form of Series 2015 Bonds or the Notice of Sale. The County Council hereby authorizes the County Administrator to retain the law firm of McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Series 2015 Bonds. The County Council hereby further authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the issuance of the Series 2015 Bonds.

SECTION 21. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2015 Bonds are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 22. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

SECTION 23. Effective date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page follows]

Enacted this ____ day of _____, 2015.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

First Reading: September 15, 2015
Second Reading: _____, 2015
Public Hearing: _____, 2015
Third Reading: _____, 2015

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the [6:00 p.m.] meeting of Oconee County Council on _____, 2015, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue not exceeding \$900,000 General Obligation Bonds, Series 2015 (the "Bonds"), the proceeds of which will be applied to defray the cost of one or more of the following projects:

The full faith, credit and taxing power of the County will be pledged for the payment of the principal and interest on the Bonds and there will be levied and collected annually in the same manner other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

Operation Rolling Thunder

The Spartanburg County Sheriff's Office is once again hosting its annual "Operation Rolling Thunder." The Spartanburg Sheriff's Office is responsible for providing the housing and three meals a day for all the officers participating in the five day operation.

In October of this year (Oct.4-9) the Spartanburg County Sheriff's Office Interstate Criminal Enforcement team will have over 100 officers from many different agencies across South Carolina which will assist in this operation. The officers involved in the operation are dedicated to pro active criminal patrol and will be attempting to eliminate criminal activity from passing through or coming to the Upstate on our interstates. As stated before, the Spartanburg County Sheriff's Office will incur all the cost of housing the officers and feeding them as well.

The Oconee County Sheriff's Office would like to send our proactive criminal patrol unit which consists of two officers to assist in this operation. We believe that this operation will benefit the entire Upstate of South Carolina in deterring criminal active that travels our Inter states.

Thanks

Chief Deputy Kevin Davis

Oconee County Sheriff's Office.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-14

A RESOLUTION TO APPROVE LAW ENFORCEMENT ASSISTANCE AND
SUPPORT AGREEMENT BETWEEN OCONEE COUNTY SHERIFF'S OFFICE
AND SPARTANBURG COUNTY SHERIFF'S OFFICE

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office approved Law Enforcement Assistance and Support Agreement to be valid, it would have to be approved by the County Council; and

WHEREAS, the Oconee County Sheriff's office has entered into a Law Enforcement Assistance and Support Agreement with Spartanburg County Sheriff's Office [**Exhibit A**]; and

WHEREAS, staff recommends that Council approve and ratify the Law Enforcement Assistance and Support Agreement with Spartanburg County Sheriff's office.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, approves the Law Enforcement Assistance and Support Agreement between the Oconee County Sheriff's Office and the Spartanburg County Sheriff's Office [attached as **Exhibit A** and included herein by reference].

Done in meeting duly assembled this 15th day of September 2015.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

STATE OF SOUTH CAROLINA)
)
SPARTANBURG COUNTY)

LAW ENFORCEMENT

MUTUAL AID AGREEMENT

This agreement is made and entered into this 22 day of May, 2015, by and between the **SPARTANBURG COUNTY SHERIFF'S DEPARTMENT** and the Oconee County Sheriff's Office.

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof;

WHEREAS, South Carolina Code Ann. Section 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

WHEREAS, South Carolina Code Ann. Section 23-1-215 provides for agreements between multiple law enforcement agencies for the purpose of investigating crimes involving multiple jurisdictions;

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for law enforcement services;

WHEREAS, South Carolina Code Annotated Section 23-1-210 as amended authorizes temporary transfer of law enforcement officers to other jurisdictions pursuant to written agreements;

WHEREAS, the **SPARTANBURG COUNTY SHERIFF'S DEPARTMENT** desires to enter into such an agreement with the Oconee County Sheriff's Office for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of replying agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer of law enforcement officers from one

party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the jurisdiction to which they are transferred; to include those powers specifically set forth in South Carolina Code Section Annotated 23-1-210 et seq and other applicable provisions of law.

However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The temporary transfer of law enforcement officers may be requested in response to any law enforcement related need, including, but not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose

assistance is requested shall be the sole judge as to whether or not it can respond and to that extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING MUTUAL AID

- A. Request. A request for assistance shall only be made by **the Sheriff of Spartanburg County**, or his/her designee, or the, **Sheriff of Oconee County** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.

- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff of Spartanburg County**, or his/her designee, or **the Sheriff of Oconee County**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be transferred.

- C. Officer in Charge. The law enforcement officers temporarily transferred by the assisting law enforcement agency shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The assisting law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The transferred law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed. The assisting law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

- D. Release. The law enforcement officers temporarily transferred shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. RADIO COMMUNICATION

Radio communication between the requesting law enforcement agency and the assisting law enforcement officer shall be maintained by the use of the State Regional Radio Channel System unless a radio channel that is mutually shared by the parties to this Agreement is otherwise available.

7. COMPENSATION

The temporary transfer of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any officers transferred. These officers' salary and benefits shall continue to be paid by the department where they are permanently employed. The replying agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the replying agency for these transferred officers.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. NARCOTICS AGREEMENTS

This agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators. Nor does this agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning an ongoing criminal investigation.

11. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

13. SEVERABILITY

Should either party of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be

similarly bound by the terms of this agreement without necessitating execution of any amendment.

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This agreement shall be terminated at any time upon written notice to the other party to this agreement.

17. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

(Signatures to follow on next page)

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

SPARTANBURG COUNTY

WITNESSE:

Chuck Wright, Sheriff
Spartanburg County Sheriff's Department

Witness

Witness

Jeffrey H. Horton
Spartanburg County Council Chairman

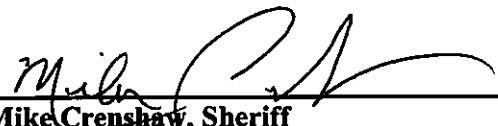
Witness


Witness

Katherine L. O'Neill
Spartanburg County Administrator

Witness

Witness


Mike Crenshaw, Sheriff
Oconee County Sheriff's Office


Witness

Witness

Witness

Witness

Witness

Witness

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 15, 2015
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Local ATAX Grants / Fall, 2015 Cycle / \$80,910

BACKGROUND OR HISTORY:

A portion of Local and State ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance \$146,208

If all grants/projects approved/new balance will be: \$65,298

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet approved by PRT Commission on 8/20/15 and 8/27/15.

STAFF RECOMMENDATION:

Approval of ATAX grant request per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Sep-15

Local ATAX Grants

Applicant	Funds Requested	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
Walhalla Civic Auditorium	\$29,188	Advertising 2015-2016 Season	\$11,747.00	\$7,000
Oktoberfest	\$7,000	Advertising	\$7,000.00	\$6,000
Museum of the Cherokee in SC	\$20,000	16 Custom made display cases	\$11,904.00	\$6,000
City of Seneca-Half Marathon	\$5,000	Advertising	\$5,000.00	\$5,000
Mayberry comes to Westminster	\$15,600	Advertising	\$6,970.00	\$3,000
Issaqueena's Last Ride	\$2,000	Advertising	\$2,000.00	\$1,000
Upstate Heritage Quilt Trail	\$3,616	Advertising	\$3,616.00	\$2,000
	\$82,404	Total ATAX Grants	\$48,237	\$30,000
<u>Internal Projects-Oconee PRT</u>				
Waterfall brochure distribution	\$2,910	Carolina/Georgia brochure service	\$2,910	\$2,910
Waterfall brochure re-print	\$3,500	Brochure re-order	\$3,500	\$3,500
South Carolina Sports Alliance	\$3,000	Sports tourism recruiting	\$3,000	\$3,000
PRT Office	\$25,000	Furnishings, sidewalks, landscaping, etc	\$25,000	\$25,000
Chau Ram Suspension Bridge	\$16,500	Water sealant of 160 ft suspension bridge	\$16,500	\$16,500
		Total Internal Projects	\$50,910	\$50,910
		Total ATAX Request September 2015		\$80,910

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 15, 2015

ITEM TITLE:

Procurement #: ITB 15-02 Title: Timber Sale – OITP Department: Economic Development Fund Amount: \$150,644.50

FINANCIAL IMPACT:

This is a sale of timber, so there is no cost for the County.

BACKGROUND DESCRIPTION:

On August 4, 2015, the County issued ITB 15-02 for the sale of approximately 180 acres of timber located at the Oconee Industry and Technology Park on the west side of Hwy 11, 3.5 miles south of West Union, SC. This bid was emailed to 153 perspective timber buyers and mailed to an additional 81 perspective buyers that did not have email addresses. Interested bidders contacted the Economic Alliance Office to tour the property. On September 1, 2015, six bids were received, with Premier South Timber, L.L.C. of Homer, GA, submitting the highest bid price of \$150,644.50.

SPECIAL CONSIDERATIONS OR CONCERNS:

Prior to issuing this bid, the County contracted with Marvin Prater, as a consulting forester, to assist the County with the following services: Identifying timber sale boundaries and developing the Landcover Type Map (Attachment 1), providing a forestry appraisal, assisting with the bid preparation and the development of a bidder's list, and monitoring the timber harvesting to insure that contract provisions are followed.

ATTACHMENT(S):

1. Landcover Type Map
2. Bid Tab

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the sale of approximately 180 acres of timber located at the Oconee Industry and Technology Park to Premier South Timber, LLC, of Homer, GA, in the amount of \$150,644.50. Staff also requests that Council authorize the Administrator to execute documents and take any necessary actions to complete the sale of this timber.

Submitted or Prepared By: Robyn Courtright Approved for Submittal to Council:

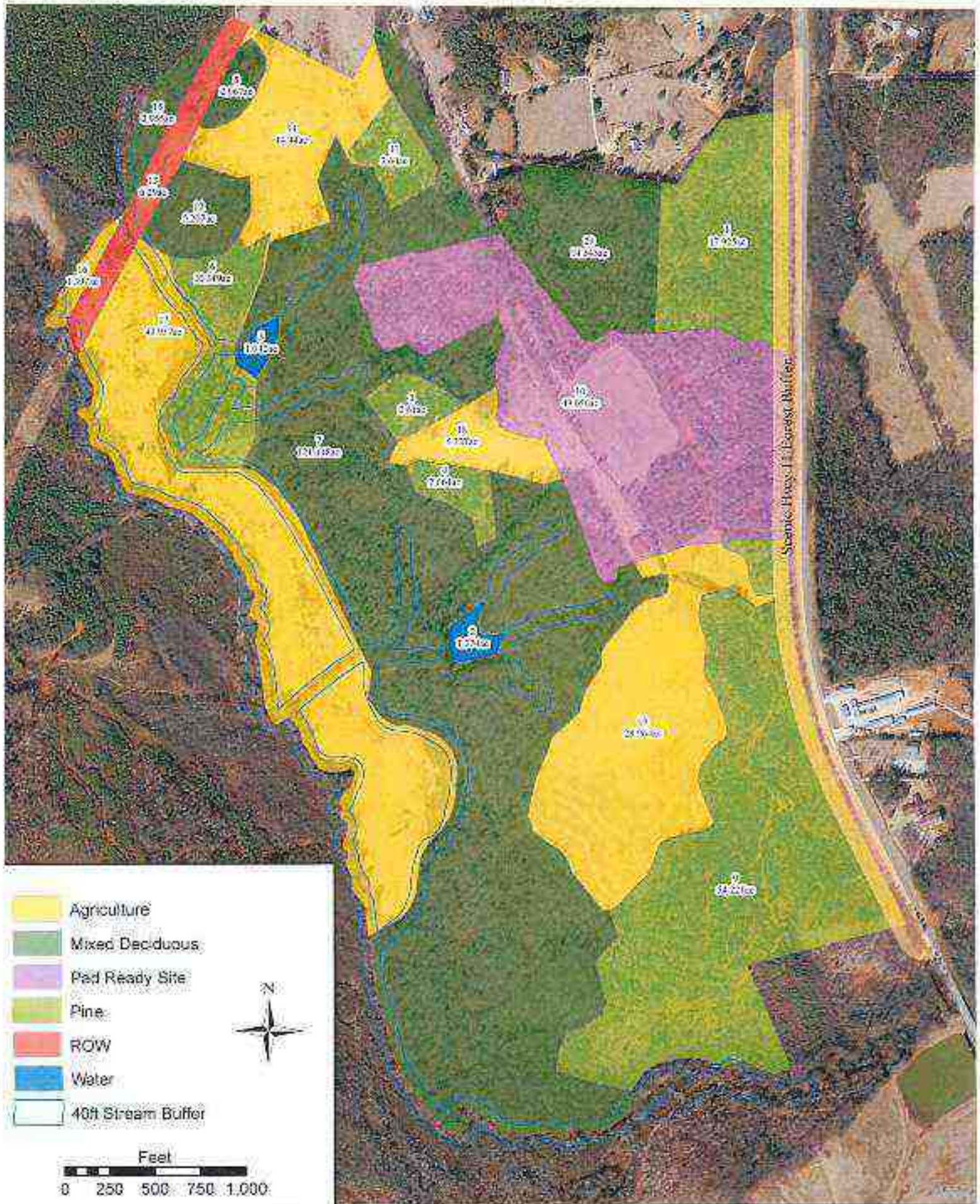
Robyn Courtright, Procurement Director

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Landcover Type Map



PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 15, 2015

ITEM TITLE:

Procurement #: ITB 14-07, 14-08 & 14-09 Title: Cheohee Valley, Shiloh & Whetstone Sub-Stations
Department: Emergency Services

Amount: \$531,175.23

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2015-2016 budget process:

Finance Approval:

Ladale Price

Budget: \$531,175.23

Project Cost: \$531,175.23

Balance: \$0.00

BACKGROUND DESCRIPTION:

SPECIAL CONSIDERATIONS OR CONCERNS:

Under the County Administrator's Fire Plan, the construction of two substations were included for Fiscal Year 2013-2013: Kowee Falls (Complete) and Cheohee Valley, and two were included in Fiscal Year 2013-2014: Shiloh and Whetstone. Under the On Call Design Build, RFP #11-23, Procurement requested proposals from the four (4) approved Design Build Contractors. Joel Davis Construction of Westminster, SC, provided the lowest proposal. County staff met with Joel Davis Project Managers during the Design Development and Schematic Phases to review a variety of cost saving ideas and different ways to meet the minimum requirements of each substation. It was decided that the Roads Department would complete the site work for the Whetstone Sub-Station in order to reduce the cost. The Roads Department's estimate to complete the site work is \$14,000.00.

ATTACHMENT(S):

- Summary
- Three (3) Proposals (Cheohee Valley, Shiloh & Whetstone)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of \$531,175.23 to Joel Davis Construction of Westminster, SC, to construct the Cheohee Valley, Shiloh and Whetstone Sub Stations. Authorize the Administrator to sign contract documents and to approve any Change Orders within the contingency amounts.

- Cheohee Valley \$ 150,793.95 (includes 10% Contingency \$13,708.54)
- Shiloh \$205,963.54 (includes 10% Contingency \$18,723.96)
- Whetstone \$174,417.74 (includes 10% Contingency \$15,856.16)

Submitted or Prepared By: *Robyn Courtright by Donda Spearman*
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

[Signature]
I. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/ Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Summary		
Cheohee Valley		
40x40 Building	\$86,453.41	
Site work	\$37,707.00	
Add for Bathroom	\$4,125.00	
Add for Well	\$8,800.00	
Subtotal	\$137,085.41	
Contingency 10%	\$13,708.54	
Total J.Davis	\$150,793.95	
Shiloh		
40x70 Building	\$157,061.58	
Site work	\$30,178.00	
Subtotal	\$187,239.58	
Contingency 10%	\$18,723.96	
Total J.Davis	\$205,963.54	

Whetstone		
40x70 Building	\$157,061.58	
Site work	\$0.00	to be completed by Roads Department
Connect Well Electrical	\$1,500.00	
Subtotal	\$158,561.58	
Contingency 10%	\$15,856.16	
Total J.Davis	\$174,417.74	

Total for All 3 \$531,175.23

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Phone: 864-972-4720
 Fax: 864-972-4882

Proposal: 150833
 Date:

To: Oconee County Attn: Tronda Spearman 415 South Pine St. Walhalla, SC 29691	Project: 2015 Oconee Substation Cheochee
--	--

Salesperson	
Ben Weeks	

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01 General Requirements					
01.03.01	PROJECT MANAGER	100.0000	HR	35.0000	3,500.00
01.03.03	SUPERINTENDENT	180.0000	HR	30.0000	5,400.00
01.03.05	ESTIMATING	5.0000	HR	35.0000	175.00
01.03.06	ADMINISTRATIVE LABOR	5.0000	HR	20.0000	100.00
01.03.08	SCHEDULING	5.0000	HR	35.0000	175.00
01.03.14	SAFETY MATERIAL	1.0000	EA	250.0000	250.00
01.03.16	SAFETY LABOR	5.0000	HR	40.0000	200.00
01.03.19	PROJECT MANAGER VEHICLE	2.0000	MO	500.0000	1,000.00
01.03.20	FUEL	2.0000	MO	125.0000	250.00
01.05.03	CHEMICAL TOILET, SERVICED, FIBERGLASS	3.0000	MO	85.0000	255.00
01.07.01	CLEAN UP, PROGRESSIVE - 4 MAN CREW	8.0000	HR	50.0000	400.00
01.07.02	CLEAN UP, FINAL	1,600.0000	SF	0.1000	160.00
01.07.03	DUMPSTERS	1.0000	EA	400.0000	400.00
1.05.01	ARCHITECT FEE	1.0000	EA	500.0000	500.00
1.06.03	STRUCTURAL ENGINEERING DESIGN FEE	1.0000	EA	1,500.0000	1,500.00
1.06.04	CIVIL ENGINEERING DESIGN FEE	1.0000	EA	3,500.0000	3,500.00
Total 01 General Requirements					17,765.00
03 Concrete					
03.03.01.05	Turnkey Concrete	2,080.0000	SF	6.0000	12,480.00
Total 03 Concrete					12,480.00
05 Metals					
05.07.01	BOLLARDS	4.0000	EA	250.0000	1,000.00
05.07.04	Bollard Labor	4.0000	HR	50.0000	200.00
Total 05 Metals					1,200.00
07 Thermal and Moisture Protection					
07.01.08	Insulation	1.0000	LS	2,294.0000	2,294.00
Total 07 Thermal and Moisture Protection					2,294.00
08 Openings					

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Proposal: 150833
 Date:

Phone: 864-972-4720
 Fax: 864-972-4882

To: Oconee County Attn: Tronda Spearman 415 South Pine St. Walhalla, SC 29691	Project: 2015 Oconee Substation Cheochee
--	--

Salesperson	
Ben Weeks	

Reference	Description	Quantity	UOM	Unit Price	Extended Price
08.05.09	OVERHEAD DOOR SUBCONTRACTOR	1.0000	LS	6,312.0000	6,312.00
Total 08 Openings					6,312.00
13 Special Construction					
13.01.04	PRE ENGINEERED METAL BUILDING PACKAGE	1.0000	LS	13,269.0000	13,269.00
13.01.05	PFF Precision	1,600.0000	SF	5.3300	8,528.00
Total 13 Special Construction					21,797.00
16					
16.01.01	ELECTRICAL SUBCONTRACTOR	1.0000	LS	7,200.0000	7,200.00
Total 16					7,200.00
22 Plumbing					
15.02.02	PLUMBING SUB	1.0000	LS	2,400.0000	2,400.00
Total 22 Plumbing					2,400.00
31 Earthwork					
32.10.01	JDC In House Earthwork and Erosion Control TURNKEY	1.0000	LS	1,500.0000	1,500.00
Total 31 Earthwork					1,500.00
50					
50.01	MATERIAL TAX	7.0000	%	157.1800	1,170.26
50.02	LABOR BURDEN	20.0000	%	166.7800	3,735.60
50.05	PROFIT	5.0000	%	873.3658	4,116.81
50.07	INDIRECT COSTS	20.0000	%	224.1360	4,482.72
Total 50					13,505.41

Proposal Total:	86,453.41
------------------------	------------------

Acceptance:	
Accepted by:	_____
Title:	_____
Date:	_____

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Phone: 864-972-4720
 Fax: 864-972-4882

Proposal: 150833
 Date:

Alternate: Alternate 1

To: Oconee County* Attn: Tronda Spearman 415 South Pine St. Walhalla, SC 29691	Project: 2015 Oconee Substation Creeche
---	---

Salesperson	
Ben Weeks	

Description
 Site Work

Reference	Description	Quantity	UOM	Unit Price	Extended Price
31 Earthwork					
32.10.01 JDC	In House Earthwork and Erosion Control- TURKEY	1.0000	LS	37,707.0000	37,707.00
Total 31 Earthwork					37,707.00

Alternate Total:	37,707.00
Initial to Accept:	

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Phone: 854-972-4720
 Fax: 854-972-4682

Proposal: 150833
Date:
Alternate: Alternate 2

To: Oconee County* Attn: Tronda Spearman 415 South Pine St. Walhalla, SC 29691	Project: 2015 Oconee Substation Cheochee
---	--

Salesperson	
Ben Weeks	

Description

Add Complete Bathroom

Reference	Description	Quantity	UOM	Unit Price	Extended Price
05 Metals					
05.04.03	METAL STUD FRAMING, DRYWALL, ACT SUBCONTRACTOR	1.0000	LS	2,250.0000	2,250.00
Total 05 Metals					<u>2,250.00</u>
22 Plumbing					
15.02.02	PLUMBING SUB	1.0000	LS	1,875.0000	1,875.00
Total 22 Plumbing					<u>1,875.00</u>

Alternate Total:	4,125.00
-------------------------	-----------------

Initial to Accept:

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Phone: 864-972-4720
 Fax: 864-972-4682

Proposal: 150833
 Date:
 Alternate: Alternate 3

To: Oconee County* Attn: Tronda Spearman 415 South Pine St. Waltham, SC 29691	Project: 2015 Oconee Substation Cheochee
--	--

Salesperson		
Ben Weeks		

Description:

Add Well Up to 400' Deep with power and water

Reference	Description	Quantity	UOM	Unit Price	Extended Price
33 Utilities					
42.15.35	SITE UTILITIES	1.0000	LS	8,800.0000	8,800.00
Total 33 Utilities					8,800.00

Alternate Total:	8,800.00
-------------------------	-----------------

Initial to Accept:

Proposal



Phone: 864-972-4720
 Fax: 864-972-4682

Proposal: 150822
 Date:

To: Oconee County* Attn: Tronda Spearman 415 South Pine St. Walhalla, SC 29691	Project: 2015 Switch Substation
---	---

Salesperson	
Ben Weeks	

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01 General Requirements					
01.03.01	PROJECT MANAGER	120.0000	HR	35.0000	4,200.00
01.03.03	SUPERINTENDENT	240.0000	HR	30.0000	7,200.00
01.03.05	ESTIMATING	5.0000	HR	35.0000	175.00
01.03.06	ADMINISTRATIVE LABOR	5.0000	HR	20.0000	100.00
01.03.08	SCHEDULING	5.0000	HR	35.0000	175.00
01.03.14	SAFETY MATERIAL	1.0000	EA	250.0000	250.00
01.03.16	SAFETY LABOR	5.0000	HR	40.0000	200.00
01.03.19	PROJECT MANAGER VEHICLE	3.0000	MO	500.0000	1,500.00
01.03.20	FUEL	2.0000	MO	125.0000	250.00
01.05.03	CHEMICAL TOILET, SERVICED, FIBERGLASS	4.0000	MO	85.0000	340.00
01.07.01	CLEAN UP, PROGRESSIVE--4 MAN CREW	10.0000	HR	50.0000	500.00
01.07.02	CLEAN UP, FINAL	3,000.0000	SF	0.1000	300.00
01.07.03	DUMPSTERS	2.0000	EA	400.0000	800.00
1.06.01	ARCHITECT FEE	1.0000	EA	500.0000	500.00
1.06.03	STRUCTURAL ENGINEERING DESIGN FEE	1.0000	EA	1,500.0000	1,500.00
1.06.04	CIVIL ENGINEERING DESIGN FEE	1.0000	EA	3,500.0000	3,500.00
Total 01 General Requirements					21,615.00
03 Concrete					
03.03.02.05	Turnkey Concrete	3,290.0000	SF	6.0000	19,740.00
Total 03 Concrete					19,740.00
05 Metals					
05.07.01	BOLLARDS	6.0000	EA	250.0000	1,500.00
05.07.04	Bollard Labor	6.0000	HR	50.0000	300.00
Total 05 Metals					1,800.00
07 Thermal and Moisture Protection					
07.01.08	Insulation	1.0000	LS	4,114.2900	4,114.29
Total 07 Thermal and Moisture Protection					4,114.29
08 Openings					

Proposal



Phone: 864-972-4720
 Fax: 864-972-4882

Proposal: 150822
 Date:

To: Oconee County* Attn: Tronda Spearman 415 South Pine St. Walhalla, SC 29691	Project: 2015 Shiloh Substation
---	---

Salesperson	
Ben Weeks	

Reference	Description	Quantity	UOM	Unit Price	Extended Price
08.05.09	OVERHEAD DOOR SUBCONTRACTOR	1.0000	LS	9,469.0000	9,469.00
08.09.02	Storefront	1.0000	LS	1,600.0000	1,600.00
Total 08 Openings					11,069.00
09 Finishes					
09.09.06	Painting Subcontractor	1.0000	LS	1,800.0000	1,800.00
09.25.13	Drywall and Framing	1.0000	LS	5,175.0000	5,175.00
09.25.08	Rubber Base	1.0000	LS	600.0000	600.00
Total 09 Finishes					7,575.00
13 Special Construction					
13.01.04	PRE ENGINEERED METAL BUILDING PACKAGE	1.0000	LS	21,586.0000	21,586.00
13.01.05	PEB Erection	3,000.0000	SF	5.3300	15,990.00
Total 13 Special Construction					37,576.00
16					
16.01.01	ELECTRICAL SUBCONTRACTOR	1.0000	LS	12,492.0000	12,492.00
Total 16					12,492.00
22 Plumbing					
15.02.02	PLUMBING SUB	1.0000	LS	17,489.0000	17,489.00
Total 22 Plumbing					17,489.00
31 Earthwork					
32.10.01	JDC In House Earthwork and Erosion Control- TURNKEY	1.0000	LS	1,500.0000	1,500.00
Total 31 Earthwork					1,500.00
50					
50.01	MATERIAL TAX	7.0000	%	274.6529	1,922.57
50.02	LABOR BURDEN	20.0000	%	288.4000	5,768.00
50.05	PROFIT	5.0000	%	1,495.8246	7,479.12
50.07	INDIRECT COSTS	20.0000	%	346.0800	6,921.60
Total 50					22,091.29

J. Davis Construction, Inc.
12245 S. Hwy 11
Westminster, SC 29603
www.jdavisnc.com

Proposal



Proposal: 150822

Date:

To: Oconee County* Attn: Tronda Spearman 425 South Pine St. Waffalo, SC 29691	Project: 2015 Shiloh Substation
--	---

Salesperson		
Ben Weeks		

Proposal Total:	157,061.58
------------------------	-------------------

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29693
 www.jdavisinc.com

Proposal



Phone: 864-972-4720
 Fax: 864-972-4682

Proposal: 150822
 Date:

Alternate: Alternate 1

To: Orange County Attn: Tronda Spearman 415 South Pine St. Wainalla, SC 29691	Project: 2015 Shilch Substation
--	---

Salesperson:		
Ben Weeks		

Description

Site Work

Reference	Description	Quantity	UOM	Unit Price	Extended Price
31 Earthwork					
32.10.01 JDC In House Earthwork and Erosion Control- TURNKEY		1.0000	LS	30,178.0000	30,178.00
Total 31 Earthwork					30,178.00

Alternate Total:	30,178.00
-------------------------	------------------

Initial to Accept:	
--------------------	--

Proposal



Phone: 864-972-4720
 Fax: 864-972-4882

Proposal: 150823
 Date:

To: Tronda Spearman Attn: Tronda Spearman	Project: 2015 Whetstone Substation
--	--

Salesperson	
Ben Weeks	

Reference	Description	Quantity	UOM	Unit Price	Extended Price
01 General Requirements					
01.03.01	PROJECT MANAGER	120.0000	HR	35.0000	4,200.00
01.03.01	SUPERINTENDENT	240.0000	HR	30.0000	7,200.00
01.03.05	ESTIMATING	5.0000	HR	35.0000	175.00
01.03.06	ADMINISTRATIVE LABOR	5.0000	HR	20.0000	100.00
01.03.08	SCHEDULING	5.0000	HR	35.0000	175.00
01.03.14	SAFETY MATERIAL	1.0000	EA	250.0000	250.00
01.03.16	SAFETY LABOR	5.0000	HR	40.0000	200.00
01.03.19	PROJECT MANAGER VEHICLE	3.0000	MO	500.0000	1,500.00
01.03.20	FUEL	3.0000	MO	125.0000	375.00
01.05.03	CHEMICAL TOILET, SERVICED, FIBERGLASS	4.0000	MO	85.0000	340.00
01.07.01	CLEAN UP, PROGRESSIVE—4 MAN CREW	10.0000	HR	50.0000	500.00
01.07.02	CLEAN UP, FINAL	3,000.0000	SF	0.1000	300.00
01.07.03	DUMPSTERS	2.0000	EA	400.0000	800.00
1.06.01	ARCHITECT FEE	1.0000	EA	500.0000	500.00
1.06.02	STRUCTURAL ENGINEERING DESIGN FEE	1.0000	EA	1,500.0000	1,500.00
1.06.04	CIVIL ENGINEERING DESIGN FEE	1.0000	EA	3,500.0000	3,500.00
Total 01 General Requirements					21,615.00
03 Concrete					
03.03.02.05	Turnkey Concrete	3,290.0000	SF	6.0000	19,740.00
Total 03 Concrete					19,740.00
05 Metals					
05.07.01	BOLLARDS	6.0000	EA	250.0000	1,500.00
05.07.04	Bollard Labor	6.0000	HR	50.0000	300.00
Total 05 Metals					1,800.00
07 Thermal and Moisture Protection					
07.01.08	Insulation	1.0000	LS	4,114.2900	4,114.29
Total 07 Thermal and Moisture Protection					4,114.29
08 Openings					

Proposal



Phone: 864-972-4720
 Fax: 864-972-4882

Proposal: 150823
 Date:

To: Tronda Spearman Attn: Tronda Spearman	Project: 2015 Whetstone Substation
--	--

Salesperson: Ben Weeks		
----------------------------------	--	--

Reference	Description	Quantity	UOM	Unit Price	Extended Price
08.05.09	OVERHEAD DOOR SUBCONTRACTOR	1.0000	LS	9,469.0000	9,469.00
08.05.02	Storefront	1.0000	LS	1,600.0000	1,600.00
Total 08 Openings					11,069.00
09 Finishes					
09.09.06	Painting Subcontractor	1.0000	LS	1,800.0000	1,800.00
09.23.13	Drywall and Framing	1.0000	LS	5,175.0000	5,175.00
09.25.08	Rubber Base	1.0000	LS	600.0000	600.00
Total 09 Finishes					7,575.00
13 Special Construction					
13.01.04	PRE-ENGINEERED METAL BUILDING PACKAGE	1.0000	LS	21,586.0000	21,586.00
13.01.05	PEB Erection	3,000.0000	SF	5.3300	15,990.00
Total 13 Special Construction					37,576.00
16					
16.01.01	ELECTRICAL SUBCONTRACTOR	1.0000	LS	12,492.0000	12,492.00
Total 16					12,492.00
22 Plumbing					
15.02.02	PLUMBING SUB.	1.0000	LS	17,489.0000	17,489.00
Total 22 Plumbing					17,489.00
31 Earthwork					
32.10.01	JDC In House Earthwork and Erosion Control- TURNKEY	1.0000	LS	1,500.0000	1,500.00
Total 31 Earthwork					1,500.00
50					
50.01	MATERIAL TAX	7.0000	%	274.6529	1,922.57
50.02	LABOR BURDEN	20.0000	%	288.4000	5,768.00
50.03	PROFIT	5.0000	%	1,495.8246	7,479.12
50.07	INDIRECT COSTS	20.0000	%	346.0800	6,921.60
Total 50					22,091.29

J. Davis Construction, Inc.
12245 S. Hwy 11
Westminster, SC 29693
www.jdavisinc.com

Proposal



Proposal: 150823
Date:

To: Tronda Spearman Attn: Tronda Spearman	Project: 2015 Whetstone Substation
--	--

Salesperson		
Ben Weeks		

Proposal Total:	157,061.58
------------------------	-------------------

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

J. Davis Construction, Inc.
12245 S. Hwy 11
Westminster, SC 29693
www.jdavisinc.com

Proposal



Phone: 864-972-4720
Fax: 864-972-4882

Proposal: 150623
Date:

Alternate: Alternate #1

To: Tronda Spearman Attn: Tronda Spearman	Project: 2015 Whetstone Substation
--	--

Salesperson: Ben Weeks		
----------------------------------	--	--

Description: Site Work

Reference	Description	Quantity	UOM	Unit Price	Extended Price
31 Earthwork					
32.10.01	JDC In House Earthwork and Erosion Control- TURNKEY	1.0000	EA	54,997.0000	54,997.00
Total 31 Earthwork:					54,997.00

Alternate Total:	54,997.00
Initial to Accept:	

To be completed
by Roads & Bridges

J. Davis Construction, Inc.
 12245 S. Hwy 11
 Westminster, SC 29603
 www.jdavisinc.com

Proposal



Phone: 864-972-4770
 Fax: 864-972-4882

Proposal: 150823
 Date:

Alternate: Alternate 2

To: Tronda Spearman Attn: Tronda Spearman	Project: 2015 Whetstone Substation
--	--

Salesperson	
Ben Weeks	

Description
 Add power for existing Well up to 100'

Reference	Description	Quantity	UOM	Unit Price	Extended Price
16					
26.01.01	ELECTRICAL SUBCONTRACTOR	1.0000	LS	1,500.0000	1,500.00
Total 16					1,500.00

Alternate Total:	1,500.00
Initial to Accept:	

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: Sept 15, 2015
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Council affirmation of previous approval to purchase land parcel located at 664 Rock Crusher Road.

BACKGROUND OR HISTORY:

On August 18, 2015, Oconee County Council unanimously approved the Administrator to negotiate a purchase contract for the property near the Oconee County Rock Quarry as discussed in Executive Session. The Administrator negotiated said purchase agreement for the parcel of land at the contract price of \$200,000.

SPECIAL CONSIDERATIONS OR CONCERNS:

This purchase enables the County to expand the existing footprint of the Quarry to enhance the production of sellable products.

FINANCIAL IMPACT:

ATTACHMENTS

STAFF RECOMMENDATION:

Recommend Council approve the fee simple purchase of this land parcel for the amount of \$200,000, plus usual and customary legal expenses.

Submitted or Prepared By:

Amanda Brock, Administration

Approved for Submittal to Council:

T. Scott Moulder, County Administrator

Reviewed By/ Initials:

_____ **County Attorney**

_____ **Finance**

_____ **Grants**

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

OCONEE COUNTY BOARD / COMMISSION / COMMITTEE CANDIDATE LISTING

	DX	AT LARGE	Reappoint Request	AERONAUTICS	PUBLIC SAFETY	REGULATORY	PLANNING	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Corey, James	1						x			April 2015
Corey, Glenn	1						x			March 2015
Elliott, Kathy	1	Yes							x	March 2015
Faioia, John A.	1								x	July 2014
Heller, Andy	1					x	x		x	July 2015
Lockhart, Raymond	1					x	x		x	July 2014
Marcengill, Richard	2	Yes				x	x			December 2014
Smith, Bill	3						x			March 2015
Coburn, William	4	Yes					x			April 2015
Blair, Gene	5	Yes		x		x	x		x	August 2014
Lusk, Scott	5	Yes					x		x	March 2015
Menzies, W. John	5					x	x			July 2015
Walker, William	5						x			July 2014

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Area of Interest [please check one or more]	Board/Commission Applicable to Interests
Aeronautics	Aeronautics Commission
Public Safety, Health & Welfare	Anderson-Oconee Behavior Health Services Commission
Regulatory	Building Codes Appeal Board
	Parks, Recreation & tourism Commission
	Board of Zoning Appeals
Planning Activities	Appalachian Council of Government Board of Directors
	Board of Zoning Appeals
	Capital Projects Advisory Committee
	Conservation Bank Board
	Planning Commission
	Scenic Highway Committee
Education	Arts & Historical Commission



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps (DX-At Large)	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edds Carrmick	Wayne McCall	Paul Cain	Joel Thrift	Reg. Dexter		
							2015-2018	2013-2016	2015-2018	2013-2016	2013-2016	2015-2018	2013-2016
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Dan Schmeidt [2]	Ronald Chiles [1]	A. Brightwell [1]	Michael Gray [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Bonaman [1]	Luther Lyle [2]	Mariam Neorai [1]	Barbara Waters [2]	H. Richardson [2]	Amber Large [1]	Jean Dobson [2]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gister [1]	Marly McKee [2]	OPEN	Berry Nichols [2]	Paul Rackert [2]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Math Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Andy Lee [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Glenn Buddin [1]
PRT Commission (members up to reappoint due to ratel stages)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]		Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35/ 18-1	0 - 9	YES	2X	YES	Jan - March	Daniel Day [2], L. Marlin [1], B. Helmerington [1], H. McPheders [1], A. Champion [1], K. Holleman [1]			William Caster [2], Maria Jacobson [1], Marie McMahan [1]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	Bud Childress	Ryan Honea	Gwen McPhail	John Lyle
Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louise Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee	2-381	CC, PG, 2 @ Lg.	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence Planning Commission GMcPhail [1]					Randy Abbott [1]	Frankie Pearson [1]
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Council Representative Appointed Annually						
Ten At The Top (TATT)				NO	NO	January	Council Representative Appointed Annually						
ACOG BOD				N/A	NO	January	Council Rep: CC CHAIR or designee (yearly); 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open (Current: B. Dobbins)						

[#] - denotes term, [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaires on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED.
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

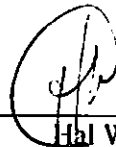
PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

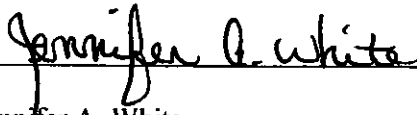
IN RE: Ordinance amendment - Section 2-191

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 09/03/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
09/03/2015


Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

**JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024**

TRANSPORTATION

MOTORCYCLES



2011 HD DYNA Super Glide Custom (Black) 12,515 mi., just \$10,900! Call New Horizons Motorcycles, LLC ASAP 894-973-8452



2011 HD HERITAGE Softail (Black) 13,506 mi., only \$13,800! Call New Horizons Motorcycles, LLC at 894-973-8452 ASAP

AUTOS FOR SALE



99 CHEVROLET CONVERSION Van 119k miles \$5,900
Pete's Auto
402 Oak St. - Seneca
892-1467



01 MERCURY SABLE LS
197k miles \$2,800
Pete's Auto
402 Oak St. - Seneca
892-1467



03 LINCOLN TOWN Car
Signature Series
99,000 miles - \$6,900
Pete's Auto
402 S. Oak St. - Seneca
894-892-1467



TRANSPORTATION

AUTOS FOR SALE



07 TOYOTA CAMRY LE
57k miles, \$10,900
Pete's Auto
402 Oak St. - Seneca
892-1467



2004 PONTIAC VAN 6000, V6 AC, power windows and doors, 179,000 miles. Call 894-747-9855.



2008 TOYOTA TACOMA
Ex. cab, 2wd, manual drive, 93,000 miles. One owner. \$12,900.
Call 894-710-3167



00 BMW 525 CSI
99k miles - \$8,500
Pete's Auto
402 Oak St. - Seneca
892-1467



00 FORD BRONCO XLT
4WD 127k miles - \$5,500
Pete's Auto
402 S. Oak St. - Seneca
892-1467

LEGAL NOTICES

LEGALS

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED This is to advise all persons who are Environmental Control and all interested parties, in accordance with Regulation No. 01-25, Section 201, 2002 that NHC HomeCare services owned by NHC OP, L.P. wishes to file an application for a Certificate of Need for the

LEGAL NOTICES

LEGALS

Kalsha Hesse Hoover Pastor
Defendant
VS. THE DEFENDANT ABOVE NAMED
YOU ARE HEREBY SUMMONED and required to appear the Court for the District Court, City of Seneca, South Carolina, on or before the date set forth below, with any case documents, exhibits, and if you fail to appear the Court's judgment by default may be rendered against you for the relief demanded in the Complaint.
SCHUMPERT LEGALITION & MEDIATION
Seneca, South Carolina
2014
David R. Schumpert III
P.O. Box 1046
Seneca, South Carolina 29169
Phone: 803-237-8264
COUNSEL FOR PLAINTIFF

The Oconee County Council will hold a Public Hearing for Ordinance 2014-24, AN ORDINANCE TO AMEND SECTION 2-16, APPOINTMENT, ISSUES OF DIVISION 4, COUNTY ATTORNEY OF ARTICLE III, OFFICERS AND EMPLOYEES OF CHAPTER 2, ADMINISTRATION OF THE OCONEE COUNTY CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO, Ordinance 2015-25, AN ORDINANCE AMENDING CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO OCONEE COUNTY HEIGHT STANDARDS ONLY AND OTHER MATTERS RELATED THERETO, and Ordinance 2015-27, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$100,000 TO DEFAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT AND OTHER MATTERS RELATING THERETO on Tuesday, September 16, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Office, 415 S. Pine Street, Seneca, SC.

(Sept. 23-Oct. 22): Pursue the improvements that will make you. Your frame of mind will depend on how you feel about the way you look and fitful you are. Don't settle for anything in perfection. Your hard work will

(Oct. 23-Nov. 21): Emotional will rise to the surface if jealousy or an argument breaks out. Don't affect your efficiency. Stick to personal matters and avoid sensitive. Look for improved living quarters.

ARIUS (Nov. 22-Dec. 21): You will financially if you make changes cut your overhead. Don't incur cause someone wants you to buy ing you don't need. You can't buy if you can offer affection instead of its.

ORN (Dec. 22-Jan. 19): Explore possibilities, but don't take's word and invest in hearsay. Want to do your own thing and cash where you know it will get return. Home improvements will

US (Jan. 20-Feb. 18): Evaluate of medical issues. Talk over your with the people you love and most. A change in the way you do will help you find a way to bring in \$.

Feb. 19-March 20): Stop speculating making things happen. If you want \$, you have to go after it. Make bids and check out what you can. What you can get in return from actions you make



... BECAUSE
SOMETIMES
YOUR DREAM
CAR HAS TWO
WHEELS AND
NO TRUNK.

FIND YOUR
NEXT BIKE IN

THE JOURNAL

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

MCNAIR LAW FIRM, P.A.

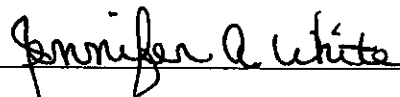
IN RE: Ordinance No. 2015-27

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/26/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

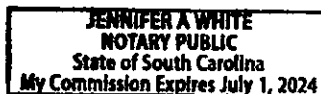


Hal Welch
General Manager

Subscribed and sworn to before me this
08/26/2015



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



LEGAL NOTICES

LEGALS

of BEER, WINE and LIQUOR at 520 EAST NORTH FIRST STREET, GENECA, SC 29672. To assist in the issuance of this permit, all written protest files be submitted no later than SEPTEMBER 10, 2015. For a protest to be valid it must be in writing, and should include the following information: (1) the name, address and telephone number of the person filing the protest; (2) the specific reasons why the application should be denied; (3) that the person protesting is willing to attend a hearing if one is requested by the applicant; (4) that the person protesting resides in the same county where the proposed place of business is located or within two miles of the business; and (5) the name of the applicant and the address of the premises to be licensed. Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 145, Columbia, SC 29214-0145, or faxed to: (803) 626-0110.

NOTICE OF PUBLIC HEARING. Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 5:00 p.m. meeting of Oconee County Council on September 15, 2015, at the Council Chamber of Oconee County Council, 415 South First Street, Walhalla, South Carolina. The purpose of the public hearing is to review Ordinance 2015-27 entitled an ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$420,000 TO DEFRACT THE COST OF ACQUIRING VARIOUS EQUIPMENT AND OTHER MATTERS RELATING THERETO. At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance.

OCCONEE COUNTY,
SOUTH CAROLINA

**PUBLIC NOTICE OF INTENT
TO TRANSFER HOME
HEALTH LICENSES
PURSUANT TO
SC CODE 44-28-90**

DESCRIPTION: Transfer of Home Health Licenses The SC Department of Health and Environmental Control (DHEC) intends to transfer its administrative Home Health Licenses to other qualified providers. In order to qualify, interested parties are required to provide continued high quality patient care, utilization of the employment of DHEC certified home health employees, and provision of home care services available to meet the needs of the State. Statutory requirements are found at SC Code Section 44-28-90. Interested parties are required to file a written statement of interest. Detailed application information related to the Statement of Interest required submission information and transfer criteria are posted on the DHEC website at: <http://www.scdhec.gov/with-DHEC-transfercriteria/>

QUESTIONS SHOULD BE DIRECTED TO THE FOLLOWING DHEC CONTACT IN WRITING, NO LATER THAN SEPTEMBER 10, 2015:

LEGAL NOTICES

LEGALS

Physical Address:
210 Thomas Drive,
Seneca, SC 29672
TERMS OF THE SALE: CASH TO THE HIGHEST BIDDER. purchaser to pay costs for deed and stamps. A cash deposit of five (5%) percent of the bid will be required as evidence of good faith in bidding, which amount shall be forfeited in the event of non-compliance with the terms of the bid within twenty (20) days after the sale. No deficiency judgment will be granted and the sale will be final after full compliance. If the Plaintiff or the Plaintiff's representative does not appear at the public sale provided by this Notice, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available Sales Day.
SHEVERLY H. WHITFIELD,
Clerk of Court
Oconee County, South Carolina
Walhalla, SC
08/13/15

**STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF OCONEE
MONJURY MATTER
03-2015-02-37-110
NOTICE OF SALE**

Martin S. Towe, Plaintiff
versus

Steven Paul Moore aka Steve Moore, Janice Denise Eberburg aka Janice Eberburg, Barbara Barb Dawkins, and Christine Crout Defendants

PURSUANT TO THE ORDER OF THIS COURT in the above captioned matter, I will sell on Sales Day, next, to wit, Tuesday, September 8, at the Oconee County Courthouse at Walhalla, South Carolina, at 11:00 o'clock A. M., the following described real property, to wit: All that certain parcel, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Salem School District, located on the south-west side of S. C. Highway 11, and on the east side of a county road, more particularly described by a plat thereof prepared by John B. Saxe, Surveyor, dated 12-8-05, indexed 5-4-06 and recorded in Plat Book 1583, page 63, records of Oconee County, South Carolina. This is the identical property conveyed to Martin S. Towe by deed of Steven Paul Moore and Janice Denise Eberburg by deed of Martin S. Towe, recorded on the 18th day of March, 2014 in Deed Book 2014 at page 308 in the office of the Register of Deeds in and for Oconee County, South Carolina. This is the identical property conveyed to Steven Paul Moore and Janice Denise Eberburg by deed of Martin S. Towe, recorded on the 18th day of March, 2014 in Deed Book 2014 at page 308 in the office of the Register of Deeds in and for Oconee County, South Carolina. TAX MAP A 05-2014-02-012 Physical Address: 284 Slalom Creek Drive, Seneca, SC 29676

TERMS OF THE SALE: CASH TO THE HIGHEST BIDDER. purchaser to pay costs for deed and stamps. A cash deposit of five (5%) percent of the bid will be required as evidence of good faith in bidding, which amount shall be forfeited in the event of non-compliance with the terms of the bid within twenty (20) days after the sale. No deficiency judgment will be

LEGAL NOTICES

LEGALS

Association, Charles Jackson Neal, Home and Debt Debt, I Colonnades, PURSUANT TO ORDER OF THIS COURT in above captioned matter, I will sell on Sales Day, next, to wit, Tuesday, September 8, 2015, at the Oconee County Courthouse at Walhalla, South Carolina, at 11:00 o'clock A. M., the following described property, to wit: All that certain parcel or lot of land situate and situated in the State of South Carolina, County of Oconee, Oconee County, being known and designated Lot Number TWENTY ONE (21) in the FOREST LAKE SECTION ENCHANTED HILLS SUBDIVISION situate and more fully described in a plat thereof by Mark Hill Surveyor, recorded in Plat Book 138, page 135, and being identical property conveyed to Norman M. Dixon by deed Oconee Savings and Loan Association, recorded 5-25-05 in Deed page 198, records of the Oconee County, South Carolina TAX MAP A 210-03-02-001. Physical Address: 9070 Brookfield Drive
TERMS OF THE SALE: CASH TO THE HIGHEST BIDDER. purchaser to pay costs for deed and stamps. A cash deposit of five (5%) percent of the bid will be required as evidence of good faith in bidding, which amount shall be forfeited in the event of non-compliance with the terms of the bid within twenty (20) days after sale. No deficiency judgment will be granted and the sale will be final after full compliance. If the Plaintiff or the Plaintiff's representative does not appear at the public sale provided by this Notice, then the sale of property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available Sales Day.
SHEVERLY H. WHITFIELD,
Clerk of Court
Oconee County, South Carolina
Walhalla, SC
08/13/15

Get It In The Classifieds
Call 682-2375 to place your

SERV
BEST

CLEANING

**Cesar's
Professional**

- Painting
- Pressure Washing
- Deed & Deck Treatments
- Dry Cleaning
- Carpet Cleaning
- Grout & Seal Cleaning
- Window & Blinds Cleaning
- Soft Cleaning

Residential & Commercial
Interior & Exterior

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on September 15, 2015, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina. The purpose of the public hearing is to consider Ordinance No. 2015-27 entitled "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,200,000 TO DEFRAY THE COST OF ACQUIRING VARIOUS EQUIPMENT; AND OTHER MATTERS RELATING THERETO." At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance.

OCONEE COUNTY, SOUTH CAROLINA



Oconee County
Council Office



T. Scott Moulder
Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 718 1023
Fax: 864 718 1024

Email:
Info@occonee.org

Haul Corbell
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearings for Ordinance 2015-24 "AN ORDINANCE TO AMEND SECTION 2-191, "APPOINTMENT; DUTIES" OF DIVISION 4, "COUNTY ATTORNEY" OF ARTICLE III, "OFFICERS AND EMPLOYEES" OF CHAPTER 2, "ADMINISTRATION" OF THE OCONEE COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO", Ordinance 2015-25 "AN ORDINANCE AMENDING CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO OCONEE COUNTY HEIGHT STANDARDS, ONLY; AND OTHER MATTERS RELATED THERETO", and Ordinance 2015-27 "AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,200,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AND OTHER MATTERS RELATING THERETO" on Tuesday, September 15, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.



Beth Hulse

From: Beth Hulse
Sent: Wednesday, September 02, 2015 9:52 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: PH 2015-24, 25, 27 9/15/15
Attachments: 090215 -.PH 2015-24, 25, 27 9-15-15.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Wednesday, September 02, 2015 9:53 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearings: September 15, 2015

The Oconee County Council will hold a Public Hearings for Ordinance 2015-24 "AN ORDINANCE TO AMEND SECTION 2-191. "APPOINTMENT; DUTIES" OF DIVISION 4. "COUNTY ATTORNEY" OF ARTICLE III. "OFFICERS AND EMPLOYEES" OF CHAPTER 2. "ADMINISTRATION" OF THE OCONEE COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO", Ordinance 2015-25 "AN ORDINANCE AMENDING CHAPTERS 32 AND 38 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS PERTAINING TO OCONEE COUNTY HEIGHT STANDARDS, ONLY; AND OTHER MATTERS RELATED THERETO", and Ordinance 2015-27 "AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$4,200,000 TO DEFRAY THE COSTS OF ACQUIRING VARIOUS EQUIPMENT; AND OTHER MATTERS RELATING THERETO" on Tuesday, September 15, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council